10691

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 10691

ATOMIC ENERGY

Severe Nuclear Accident Research

Agreement Between the
UNITED STATES OF AMERICA
and the FEDERAL REPUBLIC OF
GERMANY

Signed at Washington and Karlsruhe
March 29 and April 15, 1983

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FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Severe Nuclear Accident Research

Agreement signed at Washington and Karlsruhe March 29 and April 15, 1983;
Entered into force April 15, 1983.

READEX FICHE

AGREEMENT
BETWEEN
THE PROJECT NUCLEAR SAFETY (PNS) WITHIN
KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH (KfK)
AND
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)
RELATING TO
COOPERATION IN SEVERE ACCIDENT RESEARCH PROGRAMS

This agreement is made this 15. day of April , 1983, between the Project Nuclear Safety (PNS) within the Kernforschungszentrum Karlsruhe GmbH (KfK) and the United States Nuclear Regulatory Commission (USNRC).

Whereas, the U.S. Nuclear Regulatory Commission (USNRC) and the Bundesminister Fuer Forschung and Technologie (BMFT) of the Federal Republic of Germany have signed a Technical Exchange and Cooperative Arrangement in the Field of Reactor Safety Research and Development dated April 30, 1981. [1]

Whereas, Section A.1 of this Arrangement relates to LWR Accident Behavior and Consequences and Subsection A.1.4 calls for cooperation in the area of Fuel Behavior under Accident Conditions.

Whereas, the PNS/KfK has been duly authorized by the BMFT to enter this agreement with the U.S. Nuclear Regulatory Commission.

Whereas, subject to the availability of personnel, material, and appropriated funds, the USNRC and PNS/KfK are carrying out programs of research into the effects of severe accidents on nuclear power reactors which include a program for the investigation of severe fuel damage and a program for the investigation of fission product release and transport. The USNRC's programs are outlined in Section 5.4 of NUREG-0900 (Annex A) [2] and in Brochure B 247-9/82-.5M (Annex B) [2] and the programs of PNS/KfK are described in Annex C and D.

Now it is agreed as follows:

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[1] TIAS 10654; 35 UST ——.
[2] Not printed.

1. Objective

As outlined in the recitals, the objective of the present agreement is to provide for collaboration between the parties on the USNRC's and PNS's programs

- for investigation of severe fuel damage, and
- for investigation of fission product release and transport.

It is recognized from the outset that the programs may be subject to change as the work progresses.

2. Obligation of USNRC

The USNRC shall:

(a) Provide PNS/KfK with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to PNS/KfK all codes developed under the subject programs and accomodate reasonable requests from PNS/KfK for support in their implementation.

(c) Permit PNS/KfK personnel to participate in technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by PNS/KfK personnel to sites at which work relevant to the objective is being carried out.

(e) Permit the assignment of PNS/KfK personnel sponsored by PNS/KfK to participate and work in the USNRC's program and to have full and ready access to relevant documentation, codes, and results as described in 2(a) and 2(b) above. Make appropriate arrangements with USNRC's contractors and other parties where this is necessary to arrange assignments.

3. Obligation of PNS/KfK

PNS/KfK shall:

(a) Provide the USNRC with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to the USNRC all relevant codes and accomodate reasonable requests from the USNRC for support in their implementation.

(c) Permit the USNRC personnel and, upon PNS/KfK-USNRC concensus, other financially contributing participants in the USNRC severe fuel damage program to attend technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by USNRC personnel to sites at which work relevant to the objective is being carred out.

(e) Permit the assignment of USNRC personnel sponsored by USNRC to participate and work in the PNS's program and to have full and ready access to relevant documentation, codes, and results. Make

appropriate arrangements with PNS's contractors and other parties where this is necessary to arrange assignments.

(f) Permit the USNRC to supply information it receives from PNS under this agreement to other financially contributing participants in the USNRC severe fuel damage program, provided that they agree to accept the limits described herein in Article 8, "Use of Information."

4. Duration and Termination

This Agreement shall endure for a period of 4 years unless extended by mutual agreement. Either party may withdraw from the present arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

5. Points of Contact

Each party shall nominate a representative of its staff and an alternate to be responsible for carrying out day-to-day administration of the Agreement.

6. Assignments of Staff

Assignment of staff by one party to the other shall be the subject of a separate agreement between the parties. The costs of travel by assigned PNS/KfK personnel for the purposes of PNS/KfK shall be at the expense of the PNS/KfK. The cost of travel by assigned US personnel for the purposes of the USNRC shall be at the expense of the USNRC.

7. Responsibility for Information

Information furnished by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party supplying the information. However, neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

8. Use of Information

A Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedures in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commerical purposes or made public without the consent of the transmitting party. Such property is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in possession of the receiving party or its contractors.

C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter or the information so disseminated, and

(c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information

is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license.

PROVIDED that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality.

D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use of application.

9. Patents and Copyright

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for USNRC and PNS/KfK participation in their Severe Accident Research programs, the USNRC on behalf of the United States Government, and the PNS/KfK, hereby agree that:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:

(a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

(b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant

cable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A1(a) and A(2) above.

C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

10. Disputes

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

In Witness whereof this Agreement has been entered into the day and year first before written.

For Kernforschungszentrum Karlsruhe GmbH

By [1] [2]

Title Members of the Executive Board

Date 15.4.83

For the United States Nuclear Regulatory Commission:

By [3]

Title Executive Director for Operations

Date March 29, 1983

[1] H. H. Hennies.
[2] H. Wagner.
[3] William J. Dircks.

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